

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING			PAGE OF PAGES 1 61					
2. CONTRACT NUMBER EP-W-17-020			3. SOLICITATION NUMBER SOL-DC-17-00002			4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)			5. DATE ISSUED 04/19/2017			6. REQUISITION/PURCHASE NUMBER PR-OEI-17-00853		
7. ISSUED BY CODE HPD HPD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460						8. ADDRESS OFFER TO (If other than Item 7)								
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".														
SOLICITATION														
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)														
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.														
10. FOR INFORMATION CALL:			A. NAME Keith Westry			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 564-9863			C. E-MAIL ADDRESS westry.keith@epa.gov					
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OFFER (Must be fully completed by offeror)														
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.														
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.														
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)					
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE					
15A. NAME AND ADDRESS OF OFFEROR CODE 835130485 FACILITY INTERNATIONAL BUSINESS MACHINES CORPORATION Attn: XXXXXXXXXX 6710 ROCKLEDGE DRIVE BETHESDA MD 20817			16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)											
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE			18. OFFER DATE					
AWARD (To be completed by government)														
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$115,000,000.00			21. ACCOUNTING AND APPROPRIATION See Schedule								
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM					
24. ADMINISTERED BY (If other than Item 7) See Schedule G CODE HPD						25. PAYMENT WILL BE MADE BY See Schedule G CODE RTP FMC								
26. NAME OF CONTRACTING OFFICER (Type or print) Sheila Dolan						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE 07/25/2017					

NAME OF OFFEROR OR CONTRACTOR
INTERNATIONAL BUSINESS MACHINES CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 835130485</p> <p>-----</p> <p>Information Technology Solutions Business Information Strategic Support (ITS-BISS) III</p> <p>-----</p> <p>The overall minimum for this contract is: \$25,000.00</p> <p>The minimum is guaranteed</p> <p>The overall maximum for this contract is: \$115,000,000.00</p> <p>Max Expire Date: 07/24/2022</p> <p>Admin Office:</p> <p> HPOD</p> <p> US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460</p> <p>Delivery Location Code: HPOD</p> <p>HPOD</p> <p>US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 USA</p> <p>Payment:</p> <p> RTP Finance Center</p> <p> US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711</p> <p>FOB: Destination</p> <p>Period of Performance: 07/25/2017 to 07/24/2022</p> <p>Functional Area 1 (FA1): Integrated Program Support Services (IPSS) in accordance with the Performance Work Statement.</p> <p>Accounting Info:</p> <p>17-18-B-HT1-ZZZHF8-2504-17HTEAS016-001 BFY: 17 EFY: 18 Fund: B Budget Org: HT1 Program (PRC): ZZZHF8 Budget (BOC): 2504 Job #: LEKM0000 DCN - Line ID: 17HTEAS016-001 Funding Flag: Complete Funded: \$25,000.00</p>				

SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 AWARD OF TASK ORDERS

After contracts are awarded by the Government, services will be ordered by the issuance of individual task orders awarded on a competitive basis per FAR 16.505(b)(1). Task Orders to fulfill requirements under FA1 will be competed among the FA1 suite of contractors. Task Orders to fulfill requirements under FA2 will be competed among the FA2 (small business) suite of contractors. Except as provided in clause B.4, FAIR OPPORTUNITY EXCEPTIONS FAR 16.505(b)(2), each FA1 contractor will be given a fair opportunity to be considered for award of each individual task order issued to fulfill FA1 requirements, and each FA2 contractor will be given a fair opportunity to be considered for award of each individual task order issued to fulfill FA2 requirements.

The fair opportunity process will operate as follows:

a. Task Orders – General:

- (1) A written task order, in accordance with the terms and conditions set forth herein, shall be the only basis for acquisition of services under this contract.
- (2) Orders will be placed directly with the contractor by U.S. Environmental Protection Agency (USEPA) Contracting Officers as a result of a Request for Task Order Proposal (RFTOP) competition.
- (3) Some orders may be exempt from competition in accordance with FAR 16.505(b)(2) and Section B.4 “Fair Opportunity Exceptions,” as shown below.
- (4) The contractor shall be responsible for performance in accordance with the terms and conditions of the contract when a task order is placed by an USEPA Contracting Officer.
- (5) In accordance with FAR 5.202, task orders placed under any resultant contract need not be synopsized.
- (6) Contractors may not protest the award of the task orders issued under the resultant contracts, except on the grounds that the order increases the scope, period, or maximum value of the contract or orders valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.

b. Ordering Procedures:

Request for Task Order Proposal (RFTOP) - When the Government identifies a requirement for work to be performed under this contract as described in Section C, the USEPA Contracting Officer will issue a written RFTOP to each Multiple Award IDIQ Base Contract awardee included in the FA1 suite of contractors for requirements that are relevant to FA1 services or to the FA2 suite of contractors for requirements that are relevant to FA2 services. The RFTOP will contain information comparable to a competitive solicitation. Such information will include, but is not limited to:

- (1) Performance Work Statement (PWS) that identifies the Government's requirement,
- (2) instructions to the contractors for responding to the RFTOP including the time frame for submission,
- (3) evaluation and award factors, and
- (4) any other relevant instructions to the contractor, e.g., Government acceptance of initial offer without discussions.

RFTOPs will be sent through FedConnect to each awardee and responses will be required electronically through FedConnect. If a contractor is unable to submit a proposal in response to the RFTOP, the contractor shall notify the Contracting Officer electronically through FedConnect in accordance with the below waiver from submission procedures.

WAIVER FROM SUBMISSION. Each multiple award contractor shall submit a task order proposal to each RFTOP unless a written Waiver from Submission is obtained from the USEPA Contracting Officer. A waiver may only be granted when:

1. The multiple award contractor certifies that a significant conflict of interest exists and no mitigation of the conflict of interest is possible, or
2. A compelling reason exists for abstaining from the competitive process.

The contractor shall submit any request for a Waiver from Submission through FedConnect to the USEPA Contracting Officer within five (5) calendar days of the RFTOP issuance. The USEPA Contracting Officer will respond within five (5) days of receiving the request granting or denying the waiver. If a waiver is granted by the USEPA Contracting Officer, the contractor is not required to submit a task order proposal to the RFTOP. If a waiver is not granted by the USEPA Contracting Officer, the contractor shall submit a task order proposal to the RFO.

Task Order Evaluation and Selection Procedures - Contractors responding to a RFTOP must submit their proposals through FedConnect within 30 calendar days of issuance unless otherwise specified in the RFTOP. Proposals shall be in Microsoft Word and Microsoft Excel formats; cover letters, forms, and charts may be submitted in PDF.

USEPA reserves the right to award individual task orders on the basis of initial offers received without discussion, therefore proposals should contain the offeror's best terms from a cost/price and technical standpoint. Offerors are advised that in the evaluation process, the price and technical merit relative importance will be stated in the RFTOP.

Upon receipt of the contractors' proposals, the Government will evaluate proposals received and select the contractor who offers the best value for the task order. All task orders resulting from the RFTOP will be firm-fixed price (FFP), time-and-materials (T&M) or a combination of both pricing structures.

Award of task orders will be made as a result of a "best value, trade-off" or "lowest-priced, technically acceptable" source selection. Best value, trade-off means that the Government will perform a price/technical trade-off analysis such that business judgment will be exercised in selecting the most advantageous approach to the Government, considering both the price and technical merit of proposals. The determination of best value will be made by comparing the differences in the value of performance capability factors with the differences in the price proposed. The Government will not make an award at a significantly higher overall price to the Government to achieve only slightly superior performance capability features. The Government will make this assessment through the development of trade-off analyses that involve the assessment of benefits of superior performance capability features - for example, economic benefits clearly attributable to superior productivity; probability of successful contract performance; and/or unique and innovative approaches or capabilities - versus the added price. Overall price to the Government may become the ultimate determining factor for award of the task orders as proposals become more equal based on the other factors. The degree of equality between offerors' proposals will be measured by the quantity, significance, and applicability of the superior features proposed and not by the total scores achieved. The Government may also make award based on the lowest priced technically acceptable offeror. The best value method of selection will be stated in the RFTOP for each requirement.

Price reasonableness is of significant importance in the overall task order award decision. Therefore, offerors are reminded that award will be made to the offeror whose proposal provides the combination of features that offers the greatest overall value to the Government.

The price portion of contractor responses to RFTOP will not be assigned quantitative scores. The information contained in the proposals will be analyzed and evaluated to determine reasonableness of each price proposed. Price realism analysis may be performed in accordance with FAR 15.404-1(d), if necessary, to ensure:

- (a) The offeror's proposed prices are realistic for the work to be performed;
- (b) The proposed prices demonstrate that the offeror understands the Government's requirements; and
- (c) The proposed prices are consistent with the various elements contained in the proposal.

Price reasonableness will be analyzed in accordance with FAR 15.404-1(b).

Task orders will be issued to the contractor by the USEPA Contracting Officer through FedConnect.

B.2 CONTRACT TYPE

This is a multiple award Indefinite Delivery Indefinite Quantity (IDIQ) contract. Task orders will be competitively placed per the procedures set forth in this section and in accordance with the fair opportunity process per Federal Acquisition Regulation (FAR) 16.505(b)(1) and exceptions to the fair opportunity process per FAR 16.505(b)(2). Task orders will be firm-fixed price (FFP) or time-and-materials (T&M) or a combination of both pricing structures. Task order type will be stated in the task order solicitation.

It is contemplated that EPA will award two (2) suites of IDIQ contracts: One suite for the Functional Area 1 (FA1): Integrated Program Support Services which is full and open competition and one suite for Functional Area 2 (FA2): Independent Assessments and Support (IAS) Services which is set-aside for small business.

B.3 EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$25,000.00 for each contract awarded under the FA1 requirement. During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$25,000.00 for each contract awarded under the FA2 requirement. The amount of all orders shall not exceed \$115 million combined for the FA1 contracts and \$25 million combined for the FA2 contracts.

The maximum represents the Government's total potential requirement for all of the multiple award contracts awarded. The Government is not obligated to order the maximum from a contractor, and that the maximum of each contract will ultimately depend on the number and size of the orders received by the contractor under the contract.

B.4 FAIR OPPORTUNITY EXCEPTIONS FAR 16.505(b)(2)

Exceptions to the fair opportunity process. The USEPA Contracting Officer shall give every awardee a fair opportunity to be considered for a task order exceeding \$3,500 unless one (1) of the following statutory exceptions applies:

- (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(iii) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(iv) It is necessary to place an order to satisfy a minimum guarantee.

(v) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.

(vi) In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in FAR Part 19 apply.

B.5 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TASK ORDER OMBUDSMAN

Denise C. Clarke, Acting Agency Advocate for Competition
USEPA Headquarters, Office of Acquisition Management
1200 Pennsylvania Avenue, N. W.
Mail Code: 3801R
Washington, DC 20460

Phone: 202-564-8414

Email: clarke.denise@epa.gov

B.6 EPAAR 1552.216-73 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACT (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contract.

BUSINESS PROPOSAL, PRICING DOCUMENT

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

(End of clause)

SECTION C - DESCRIPTION/SPECIFICATIONS

C.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.211-79	Compliance with EPA Policies for Information Resources Management. (JAN 2012)

Performance Work Statement (PWS)

1.0 PURPOSE AND SCOPE

The purpose of this acquisition is to provide the Environmental Protection Agency (EPA) with a 3rd generation Agency-wide contract vehicle, ITS-BISS III (pronounced Its-Biz), for a broad range of information technology (IT) and information management (IM)¹ technical and professional services with emphasis on integrated program management support services and independent assessments and support (IAS) services. These services provide EPA with support for implementing key ITIM federal statutes and policies including the Clinger Cohen Act, Government Performance Results Act, Paperwork Reduction Act, Federal Information Security Management Act, and Office of Management and Budget (OMB) Circulars. ITS-BISS III also provides services to support EPA's information priorities such as implementing enterprise information tools and services. The ITS-BISS III PWS is divided into two (2) functional areas, as follows:

Functional Area 1 (FA1): Integrated Program Support Services

Functional Area 2 (FA2): Independent Assessments and Support (IAS) Services

FA1 for Integrated Program Support Services covers Sections 4.1 – 4.12 of the PWS. This functional area includes core ITIM services such as Policy, Planning, Information Security, Investment Management, Enterprise Architecture, IT Architecture, and Program and Project Management. FA1 also includes other important ITIM support services such as Training, Human Capital Management, and Communications Support. Contractors providing services under FA1 may be required to provide customers with independent assessments and related support services that are ancillary to the efforts for a requirement for integrated program management support.

FA2 for Independent Assessments and Support (IAS) Services covers Sections 4.13 – 4.15 of the PWS. FA2 includes core ITIM services such as Systems Analysis and Support, Acquisition Management Support, and Independent Assessment Services (IAS). The Systems Analysis and Support Services includes services such as Systems Definition and Business Case (Exhibit 300) Development Services. The Independent Assessments and Support Services includes services such as Risk Assessment Support and Independent Verification and Validation (IV&V) Services.

ITS-BISS III will be national in scope and will support EPA's Office of Environmental Information (OEI) as well as EPA's National Program, Administrative, Regional and Field Offices. ITS-BISS III will be OEI's primary source of advisory and assistance for ITIM Program and Independent Assessments and Support Services. ITS-BISS III is also intended to fully support the ITIM needs of EPA's program, administrative, regional, and research offices. These customers may require comprehensive ITIM program support on a multi-year basis, or may have short-term, single purpose order requirements. Therefore, the program and independent assessment and support requirements described in the PWS are intended to provide EPA customers with comprehensive cradle-to-grave advisory and assistance in solving any analytical, planning, development, implementation, evaluation, or tool and other program support challenges. Other Federal departments and agencies also may access ITS-BISS III through Interagency Agreements subject to the requirements of the base contract.

¹ The acronym "ITIM" is used throughout this PWS to convey that the scope of this acquisition covers both the areas of Information Technology (IT) and Information Management (IM).

This is a Performance-Based acquisition and a Quality Assurance Surveillance Plan (QASP) will be included with each Task Order (TO) issued under the Indefinite Delivery/Indefinite Quantity (IDIQ) contracts. See Attachment 6 of the for a sample of a QASP that will be included with the task orders.

2.0 OBJECTIVES

EPA has established several broad performance objectives for ITS-BISS III. The ability to achieve these objectives will depend in large part on the ability and commitment of the ITS-BISS III Contractors' (individually and collectively) to lead, manage, innovate, collaborate, and deliver technical excellence on task orders (TO) and projects, and the across the contract as a whole. The objectives are:

- ITS-BISS III is consistently the vehicle of choice for EPA customers seeking information program support services and independent assessment support services based on a strong customer outreach and service model, a well-executed and streamlined TO award process, and TO proposals that are technically ~~excellence~~ excellent and highly competitive and reflect ITIM best practices.
- Customers, managers, and stakeholders identify ITS-BISS III as one of EPA's best performing vehicles based on a reputation for consistently delivering outstanding technical and management services and solutions to EPA's emerging and ongoing ITIM needs.
- Customers and stakeholders recognize the value of ITS-BISS III based on its contribution to improving the performance and maturity of the EPA Information Program, particularly in facilitating cross-project and program learning, coordination, and collaboration.

EPA expects that achieving these objectives will require each ITS-BISS III Contractor to:

- Establish and maintain a strong understanding of the mission, goals, and objectives of EPA's environmental, administrative, and information programs.
- Establish and maintain a proactive outreach and coordination program to communicate and share information with existing and prospective customers and stakeholders on the vehicles' services, capabilities, lessons learned, opportunities for cross-project and program coordination, and on the value proposition of the vehicle for the customer.
- Establish and maintain a TO process capable of responding rapidly to a diverse and large portfolio of TO Requests for Proposals (TORFPs) during the transition from the current contract (ITS-BISS II) and throughout the life of the vehicle.
- Establish, maintain, and grow a core team of highly skilled ITIM professionals, led by a strong and active management team, which is collectively capable of delivering quality results on a consistent, sustainable basis for the vehicle customers.
- Offer Task Order Proposals (TOPs) that demonstrate customer-focus, technical excellence, effective project management, appropriate staffing, competitive pricing, ITIM best practices, and cross-project and program coordination.
- Deliver on TOP commitments with quality products and services that meet customer requirements and specifications the first-time, on budget and on schedule.
- Demonstrate the ability and commitment to collaborate in tangible ways with its peer ITS-BISS III Contractors and with other OEI Contractors to the benefit of EPA's information community.
- Maintain a strong working knowledge of Federal and EPA ITIM policies, standards, and best- practices and the ability to apply them to EPA order projects.

3.0 KEY INFORMATION

3.1 Definitions

EA - Enterprise Architecture: A strategic information asset base; which defines the business, the information necessary to operate the business, the technologies necessary to support the business operations, and the transitional processes necessary for streamlining business processes and implementing new technologies to improve service to citizens.

HPO – High Performing Organization: An HPO organization utilizes management controls, processes and systems that are consistent with prevailing best practices and demonstrates performance that is comparable or exceeds other providers in the same sector whether public or private.

OEI – Office of Environmental Information: Supports the Agency’s mission of protecting public health and the environment by integrating high quality environmental information to make it useful for informing decisions, improving information analyses, documenting performance, and measuring success. The office, in consultation with its many different internal and external stakeholders and partners, establishes and oversees information policies and procedures to address the concerns of local, state, and federal government; tribes; the regulated community; interest groups; the general public; and EPA managers and staff. Specifically, the office performs the following major functions:

- Fulfill the responsibilities of the EPA’s Chief Information Officer in accordance with the Clinger- Cohen Act.
- Serve as a point of contact for EPA’s external partners on information issues and assist them in locating, using, and leveraging information and services.
- Provide leadership for improving the quality and utility of EPA’s data and information.
- Improve the efficiency of data and information collected by EPA to fulfill current and future information needs, while reducing the costs and other burdens for partners and stakeholders.
- Ensure that the best practical and cost-effective technology is applied to meet EPA’s current and future information needs.
- Provide leadership in the integration, analysis, and interpretation of environmental data, by producing products and policies that represent best practices and are responsive to customer needs.
- Provide the public with high-quality and useful information on environmental quality, status, and trends with the goal that our customers will be empowered to use the data and information to enhance their health and protect the environment in their communities.
- Ensure that EPA shares environmental data and information with our partners and the public in a consistent, efficient manner that avoids conflicting or confusing messages and promotes user understanding through contextual information.

OMB – Office of Management and Budget: Assists the President in the development and execution of his policies and programs. OMB has a hand in the development and resolution of all budget, policy, legislative, regulatory, procurement, e-gov, and management issues on behalf of the President. OMB is composed of divisions organized either by Agency and program areas or by functional responsibilities. However, the work of OMB often requires a broad exposure to issues and programs outside of the direct area of assigned responsibility.

OTOP – Office of Technology Operations and Planning: Is the Agency focal point for policy, management and implementation of EPA’s information technology (IT) infrastructure, and oversight of federal and Agency statutes, regulations, and standards. The office head serves as the Chief Technology Officer (CTO) of EPA and the Deputy Chief Information Officer for Technology. The Office is responsible for information technology leadership at EPA under the CTO. The Office has overall responsibility for programs and functions of:

- IT Policy and Strategic Planning
- Program Management Oversight and Implementation
- Hardware and Software Solutions for end-user and other IT professionals as necessary to support

Government programs.

3.2 Advisory and Assistance Services (AAS)

This contract includes the full range of advisory and assistance services (AAS) described in FAR 37.201 and 37.203, and related services of a similar nature, whether or not they are actually deemed advisory and assistance. This contract allows for provision of those services whether they relate directly to IT or are ITIM solutions for issues of EPA program management and administration in a broad sense.

3.3 Enterprise and Cross-Program Coordination

The Contractor shall actively look for opportunities to facilitate cross-project and program coordination and collaboration to advance ITIM at EPA. As the Contractor gains institutional and technical knowledge of EPA while working on orders or conducting outreach activities, the Contractor shall provide this type of information to ITS-BISS III customers, stakeholders, and to the OEI ITS-BISS III Management Team on an ongoing basis. On an annual basis, the Contractor shall present this information in the form of a report to the OEI ITS-BISS III Management Team and ITS-BISS III customers and stakeholders. The report shall describe the progress and the accomplishments in facilitating cross-project and program coordination through ITS-BISS III activities. The report also shall at a minimum provide examples of cross-project and program coordination on ITS-BISS III TOs and outreach activities, describe lessons learned, and highlight opportunities for improved coordination, including opportunities for better leveraging EPA's ITIM enterprise tools and services and improving the efficiency and effectiveness of EPA's ITIM program. EPA reserves the right to establish and modify the format of this report in consultation with the Contractor.

All planning and other work under this contract will be performed with the EPA Enterprise and Information Technology Architecture as its underlying basis. In the interest of preserving the integrity of a unified architecture, the Contractor shall analyze common requirements between planned and existing projects and requirements which may cross program/medium (i.e., air, water, toxic substances, hazardous waste, etc.), geographic, or organizational lines. The Contractor will notify the EPA ITS-BISS III Contracting Officer (CO) and Contracting Officer Representative (COR) of any technical issues arising from any individual TOs (e.g. duplication, conflict, or violation of EPA standards or ADP initiatives within EPA of which the Contractor has any knowledge). The principal products of such analysis shall be the identification of opportunities for improvements in EPA information systems management and the optimization of resources, the consideration of existing EPA systems and standards as feasible alternatives to the development of new systems and standards, and the submission of special reports and presentation of briefings on the findings and recommendations resulting from the analysis.

3.4 Task Order Performance Reviews

The Contractor shall provide the EPA ITS-BISS III Management Team with a Quarterly Order Performance Report. The report shall provide summary cost, schedule, and performance data on all active and recently completed orders. The update shall also describe any important issues and concerns potentially affecting cost, schedule, and performance (e.g., delivery of required deliverables) on any active or recently completed orders. The report shall be based on the actual data from the monthly order progress reports as well as other appropriate sources. In the quarterly report, the Contractor shall also identify any immediate cross-project and program coordination opportunities or challenges. On an annual basis, the Contractor shall submit a synthesis of the quarterly order performance data in the form of an annual report. The annual report also shall describe accomplishments and lessons learned. EPA reserves the right to establish and modify the format of this report in consultation with the Contractors. Both the quarterly and annual reports shall be submitted in electronic format.

3.5 Competitive Advantage Avoidance

Some information to which the Contractor may be exposed under this contract (e.g., investment planning and review information) could offer the Contractor a competitive advantage if it were used for purposes other than purely for the performance of the contract. The Contractor shall safeguard all such information and limit access to it to those personnel directly performing under the contract and only for the purposes of the contract. The Contractor shall

especially prevent access to the information by business development, marketing, proposal development, or other such personnel and prevent use of the information for any such purposes.

3.6 Location

It is anticipated that most work under this contract will be performed in Washington, D.C. and Research Triangle Park, N.C. Work may also be performed in other EPA locations such as Regional or Field Offices. Some work may occur at other federal agencies or state and local governments.

3.7 Period of Performance

The Base Period of the IDIQ contract will be from the date of contract award through 60 months.

3.8 Key Roles

Several roles have been identified that will have differing levels of authority and responsibility, as follows:

Contracting Officer (CO): The CO is the ultimate authority on the contract. The CO can issue direction, and directly enact contract level changes and modifications. No change to monetary value or scope of the contract or any element thereof can be altered, modified, reduced or changed without the direct approval of the CO.

Contracting Officer's Representative (COR): The COR is the primary program administrator of the contract. He or she is often referred to as the Federal Program Manager and oversees all elements of the contract. He or she is the exercising body between the CO and the Contractor. The COR is authorized to issue Technical Direction and will handle any issues or requests that impact scope or cost. The COR receives copies of all deliverables, is involved in all projects, and leads the resolution of any issues. He or she also has the ability to approve invoices in the TOCOR or ATOCOR's absence.

Alternate Contracting Officer's Representative (ACOR): The ACOR has the same level of authority and responsibility as the COR. The ACOR exercises this authority in the COR's absence.

Task Order Contracting Officer's Representative (TOCOR): The TOCOR is the primary program administrator of the TO. He or she is often referred to as the Federal Project Officer and is the individual responsible for overseeing all programmatic elements of the executed TO. He or she will assist with TO-based requirements such as access, time frames, inspections, security requirements, performance and quality inspections, and acceptance procedures. The TOCOR is authorized to issue Technical Direction and is the primary point of contact for all TO-based deliverables, monthly progress reports, and invoices.

Alternate Task Order Contracting Officer's Representative (ATOCOR): The ATOCOR has the same level of authority and responsibility as the TOCOR. The ATOCOR exercises this authority in the TOCOR's absence.

3.9 Prime Contractor and Subcontractor Guidelines

For ITS-BISS III, EPA has established the following Prime and Sub Guidelines:

- A prime Contractor under ITS-BISS III can be a prime Contractor on another EPA ITIM contract.
- A prime Contractor in one functional area of ITS-BISS III cannot have a sub-relationship with any other prime Contractor in that same functional area of ITS-BISS III.
- A prime Contractor in one functional area of ITS-BISS III (e.g., Functional Area 1) can have a sub-relationship with one and only one prime Contractor in the other functional area (e.g., Functional Area 2).
- An ITS-BISS subcontractor can have a sub-relationship with one and only one prime Contractor in each functional area of ITS-BISS III.
- A prime Contractor on ITS-BISS III can have a sub-relationship with a prime Contractor on another EPA ITIM contract, including one of OEI's ITIM contracts (e.g., Integrated Computing for the Enterprise (ICE))

contract).

3.10 Federal and EPA Standards, Policies, and Regulations

The Contractor shall abide by all EPA regulations, policies, and procedures in effect during the contract period of performance. This includes all changes in laws, regulations, policies, and procedures as they evolve during the contract period of performance. The Contractor shall conform to the Agency's Investment Management Philosophy, including specific conformance with EPA's Enterprise and Information Technology Architectures and conformance to portfolio performance standards using Earned Value Management (EVM), and all EPA governing documents associated with the EPA IT infrastructure, including the NCC Application Deployment Checklist process. As a minimum, the Contractor shall conform to and abide by the federal policies and regulations and EPA policies and procedures identified below:

Policy /Regulation	Description	Uniform Resource Locator (URL)
Government Paperwork Elimination Act (GPEA)	Memorandum For Heads of Executive Departments and Establishments	https://obamawhitehouse.archives.gov/omb/memoranda_m00-10/
Government Paperwork Elimination Act (GPEA)	Records Management Guidance for Agencies Implementing Electronic Signature Technologies	http://www.archives.gov/records_management/pdf/electronic_signature_technologies.pdf
Information Technology Management Reform Act	Memorandum For Heads of Executive Departments and Establishments	https://obamawhitehouse.archives.gov/omb/memoranda_m96-20/
Public Law 106-229	Electronic Signatures in Global and National Commerce Act (ESIGN)	https://www.gpo.gov/fdsys/pkg/PLAW-106publ229/content-detail.html
Section 508 Compliance	Electronic and Information Technology Accessibility Standards	www.section508.gov
Policy on Infrastructure Protection	Presidential Decision Directive – PDD-62	http://fas.org/irp/offdocs/pdd-62.htm
Policy on Infrastructure	Presidential Decision Directive – PDD-63	http://fas.org/irp/offdocs/paper598.htm
Continuity of Government Operations	Presidential Decision Directive – PDD-67	http://fas.org/irp/offdocs/pdd/pdd-67.htm

Government Information Security Reform Act	Memorandum for Heads of Executive Departments and Establishments	https://acc.dau.mil/CommunityBrowser.aspx?id=54665
Public Law 104-106	Federal Information Processing Standards Publications	http://www.itl.nist.gov/fipspubs/
Privacy Act Policies	Memorandum For Heads of Executive Departments and Establishments	https://www.justice.gov/opcl/policy-objectives
OMB Architecture Development Guidance	Memorandum For Heads of Executive Departments and Establishments	http://www.gao.gov/assets/590/588407.pdf
Management of Federal Information Resources	OMB Circular A-130	https://obamawhitehouse.archives.gov/blog/2016/07/26/managing-federal-information-strategic-resource
National Technology Transfer Act of 1995	OMB Circular A-119	https://www.nist.gov/property-fieldsection/nttaa-act
Budget Process	OMB Circular A-11	https://obamawhitehouse.archives.gov/omb/circulars_a11_current_year_a11_toc
Improving Information Technology (IT) Project Planning and Execution	OMB memorandum M-05-23, 8/4/05	https://georgewbush-whitehouse.archives.gov/omb/memoranda/fy2005/m05-23.pdf
Integrated Baseline Reviews (IBRs)	The Program Managers' Guide to the Integrated Baseline Review Process (4/03)	https://acc.dau.mil/adl/en-US/37635/file/9126/Program%20Managers%20Guide%20to%20the%20Integrated%20Baseline%20Review%20Process.pdf

The Contractor shall conform to and abide by EPA policies, procedures, standards, directives, and other requirements for ITIM. Below is a list of some of the key policy-related documents governing EPA ITIM work. Contractors may request a copy of an EPA ITIM policy during and following the Order Award Process. Also, a comprehensive list of EPA's ITIM policy-related documents can be found on EPA's intranet at <http://intranet.epa.gov/oei/imitpolicy/policies.htm>. Access to EPA's Intranet is available through EPA's central library.

ITIM Policy or Contract-Related Functional Area	Description of Policy Document
ITIM Policy	<p>System Life Cycle Management Policy</p> <ul style="list-style-type: none"> ○ Systems Life Cycle Management (SLCM) Procedure ○ System Life Cycle Management (SLCM) Requirements Guidance (PDF) <p>Information Access Policy</p> <ul style="list-style-type: none"> ○ Information Access Procedures ○ Customer Service and Public Access Standards <p>Quality Policy</p> <ul style="list-style-type: none"> ○ Procedure for Quality Policy <p>Mobile Computing Policy</p> <ul style="list-style-type: none"> ○ Mobile Computing Management Procedures <p>Configuration Management Policy</p> <ul style="list-style-type: none"> ○ Configuration Management Procedure
Enterprise Architecture	<p>Enterprise Architecture Policy</p> <ul style="list-style-type: none"> ○ Enterprise Architecture Governance Procedures ○ Information Technology Infrastructure Standards Procedure ○ Personal Computer Configuration and Management Standard <ul style="list-style-type: none"> ○ Interim Update to the Personal Computer Configuration and Management Standard ○ Data Exchange and Collection Procedure (CIO 2122-P-04.0)
Investment Management	<p>Capital Planning and Investment Control (CPIC) for the Management of Information Technology Investments</p> <ul style="list-style-type: none"> ○ Earned Value Management (EVM) Procedures ○ Capital Planning and Investment Control (CPIC) Procedures for the Office of Management and Budget Exhibits

EPA Standards	Data Standards <ul style="list-style-type: none">○ Data Standards Development Procedures○ Data Standards Maintenance Procedures○ Data Standards Implementation Procedures○ Data Standards Waiver Procedures
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Security Policy	<p>Environmental Protection Agency Information Security Policy</p> <ul style="list-style-type: none"> ○ Information Security – Access Control Procedures ○ Information Security – Awareness and Training Procedures ○ Information Security – Audit and Accountability Procedures ○ Information Security – Interim Security Assessment and Authorization Procedures ○ Information Security – Interim Configuration Management Procedures ○ Information Security – Contingency Planning Procedures ○ Information Security – Identification and Authentication Procedure ○ Information Security – Incident Response Procedures ○ Information Security – Interim Maintenance Procedures ○ Information Security – Media Protection Procedures ○ Information Security – Interim Physical and Environmental Protection Procedures ○ Information Security – Interim Planning Procedures ○ Information Security – Interim Personnel Security Procedures ○ Information Security – Interim Risk Assessment Procedures ○ Information Security – Interim System and Services Acquisition Procedures ○ Information Security – Interim System and Communications Protection Procedures ○ Information Security – Interim System and Information Integrity Procedures ○ International Travel Procedure For Mobile Devices ○ Information Security – Roles and Responsibilities Procedures ○ Information Security – Guidance for Manually Completing the Information Security Awareness Training ○ Information Security – Spillage of Classified Information Onto Unclassified Systems ○ Information Security – National Rules of Behavior ○ Information Security – Privacy Procedure
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Communication	Web Governance and Management <ul style="list-style-type: none"> ○ Web Guide Procedures, Standards, and Guidance ○ Cookies and Other Tracking Methods Procedures ○ Web Content Types and Review Procedure ○ External Site Links Procedure Information Collection Policy Enterprise Information Management Policy (EIMP) <ul style="list-style-type: none"> ○ EIMP Cataloguing Information Procedure ○ EIMP Minimum Metadata Standards
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3.11 AGENCY ACCESS BADGE REQUIREMENTS FOR ON-SITE CONTRACTOR PERSONNEL

Refer to Attachment 7, Agency Access Badge Requirements for On-site Contractor Personnel, for requirements related to Contractors requiring physical access to Federally-controlled facilities and/or logical access to Federally-controlled information systems.

4.0 REQUIREMENTS

The requirements of ITS-BISS III are divided into two (2) functional areas:

Functional Area 1 (FA1): Integrated Program Support Services

Functional Area 2 (FA2): Independent Assessments and Support (IAS) Services

EPA's requirements under FA1 for Integrated Program Support Services are described in Sections 4.1 – 4.12 of the PWS. EPA's requirements under FA2 for Independent Assessments and Support Services are described in Sections 4.13 - 4.15 of the PWS.

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the requirements of the contract and TO PWSs. The Contractor shall be responsible for training contract personnel, as necessary, to perform the requirements of a TO. The Contractor shall provide this training at no direct cost to the government. With the exception of the information and reporting requirements outlined in Section 3.3: Enterprise and Cross-Program Coordination, and Section 3.4: Task Order Performance Reviews, the Contractor shall perform work under this contract only as directed under TOs.

In general, the services and support described herein are the primary types of work to be conducted under this contract. Absence in this section of specific mention of a category of service does not necessarily mean that such service cannot be provided by this contract. The EPA Contracting Officer (CO), in consultation with EPA Contracting Officer Representative (COR), will make the final determination of whether a requested advisory and assistance type of support that is not specifically addressed herein may be performed. Consistent with the scope and purpose of the contract, the Contractor shall provide a full and complete range of technical and professional support to EPA to assist with any and all aspects of analyzing, planning, designing, developing, implementing, managing, reporting, and otherwise supporting EPA's ITIM requirements.

This contract may not be used to: a) acquire hardware, software, or communications resources on behalf of the government except as may be necessary and specifically authorized to support TO performance, b) construct and/or implement production hardware, software, or telecommunications systems, or c) provide ordinary operation, maintenance, or repair services for any item of EPA's information infrastructure. Any hardware, software, or communication resources acquired in the performance of this contract must comply with EPA's architecture or other ITIM policies or standards.

No litigation support activities or legal research may be performed under this contract. For TOs involving analyses,

studies, and audits, the Contractor shall provide options and recommendations together with a detailed substantiation for any recommendations. EPA shall make all final decisions regarding the adoption or implementation of any recommendations made under this contract.

FUNCTIONAL AREA 1: INTEGRATED PROGRAM SUPPORT

4.1 Policy

The Clinger Cohen Act, Paperwork Reduction Act, Federal Information Security Management Act, and other Federal ITIM statutes, policies, and executive orders require EPA and other Federal CIOs to establish and implement policies, plans, and controls to ensure the effective management of Federal information technology resources. The Contractor shall provide services to support compliance with these and other related statutory, regulatory, and policy requirements. The Contractor shall provide a broad range of technical and professional services to support EPA's ITIM policy functions and operations at all levels of the organization and across all elements of this statement of work. This support may include, but is not limited to:

- Analyzing, developing, maintaining, communicating, implementing, and evaluating ITIM policies, procedures, standards, guidance and other related policy documents or tools.
- Providing support for managing policy program operations, including maintaining policy documents and plans, developing and maintaining standard operating procedures for the policy development process, creating templates for policy-related documents, and maintaining status information on existing EPA ITIM policies (e.g., sunset dates, responsible organizations, etc.)
- Identifying and analyzing policy drivers and gaps that will support program strategy development and recommendations for addressing them.
- Providing tools, advice, and assistance to support policy implementation.
- Monitoring compliance with ITIM policies and measuring their effectiveness.
- Providing support for developing, revising, and implementing EPA's IT Waiver process and tools.

The policy support described in this section covers EPA's ITIM policies as well as support for EPA involvement in cross-government policy initiatives (e.g., Federal Segment Architecture Methodology initiative).

4.2 Planning

The Paperwork Reduction Act requires federal agencies to develop and maintain a strategic Information Resources Management (IRM) Plan that describes how ITIM activities support the accomplishment of EPA missions. The Clinger-Cohen Act, as implemented in federal policies and directives, requires agencies to develop and implement strategic and tactical ITIM plans. EPA also is seeking Contractor support to strengthen its planning function and operations in areas of IT Capacity Planning and Green IT.

IT Capacity Planning: The Contractor shall provide a broad range of technical and professional services to support EPA's IT capacity planning function and operations. This support may include, but is not limited to

- Providing advice and assistance to support EPA in establishing and implementing an IT capacity planning function and operation.
- Developing, analyzing, and supporting the implementation of metrics and statistics for measuring and evaluating the usage, capacity, and performance of EPA's IT infrastructure, network, and IT assets.
- Scanning and analyzing research and authoritative information on future IT trends and directions, and providing advice on the potential issues and implications of these trends for EPA.
- Conducting research and gathering data to develop and analyze IT planning scenarios, perform scenario and trend analysis, support the implementation or enhancement of existing EPA planning processes, and support the development and implementation of new planning processes.

Green IT Planning: The Contractor shall provide comprehensive Green IT planning, advice and assistance services to EPA information organizations and programs. This support may include but is not limited to:

- Providing advice and assistance to EPA on developing and/or applying measures and metrics to support assessing EPA IT from an environmental stewardship perspective.
- Supporting EPA organizations and programs in assessing the performance of EPA's IT infrastructure and assets against Green IT measures and metrics.
- Advising and assisting EPA organizations and programs in researching, planning, developing, and implementing Green IT initiatives, projects, and programs.

Other Planning Support: The Contractor also shall provide a broad range of technical and professional services to support EPA's ITIM planning functions and operations in meeting legislative and policy mandates. This support may include, but is not limited to:

- Providing advice and assistance to support compliance with federal and EPA ITIM planning activities, policies or mandates. This may include analyzing, developing, maintaining, communicating, implementing, and evaluating EPA's ITIM planning policies, procedures, standards, guidance, tools or other documents.
- Developing, maintaining and supporting the implementation of ITIM strategic, tactical, performance, investment, architectural, business and other plans and planning processes.
- Assessing the effectiveness of new and existing ITIM plans, planning processes, and new technologies.

The Contractor shall be knowledgeable of and experienced in applying federal and private sector ITIM planning best practices. In researching, assessing, and planning for new technologies, the Contractor shall perform, obtain, and use long-term strategic technology assessments, projections, trend analyses, and the most-informed speculation available. The Contractor shall map out likely scenarios for technological advancement and analyze their impact upon the needs and capabilities of EPA to use information and information technology as a strategic tool and method protecting the environment.

4.3 Security

EPA's information security requirements are growing in response to new information security challenges and the ongoing requirements of federal policies and statutes. EPA is continuing to build and strengthen its information security function and operations in response to these challenges with the goal of ensuring that EPA maintains its high level of compliance and performance.

The Contractor shall provide a broad range of technical and professional information security support. This support may include, but is not limited to:

- Supporting policy, planning and program development, management, implementation, evaluation, oversight, compliance, and outreach activities.
- Providing advice and assistance on compliance support issues and tasks, including but not limited to security planning, risk and technical vulnerability assessment support, security testing and other related systems security support.
- Providing advice and assistance on oversight issues and tasks, including support for program reviews, evaluations and audits.

All studies, analyses, testing or other support provided under this contract shall conform to applicable federal, NIST, and EPA ITIM Security policies, procedures, and standards. All testing and oversight work performed under this contract shall utilize EPA approved tools unless otherwise designated by EPA's IT Security Program.

Note: EPA intends to award the majority of Risk and Technical Vulnerability Assessment Support TOs under Functional Area 2. However, these security services may be provided under Functional Area 1 when a customer requests them as part of a larger Integrated Program Support Order. When these services are provided in Functional Area 1, the Contractor's Risk Assessment Support Services shall be at least comparable in scope and quality to those provided by the Federal Shared Service Center. The Contractor's Risk Assessment Support Services shall include the provision of services such as Security Planning to address issues identified by the Risk Assessment.

4.4 Investment Management Advice, Assistance, and Support

EPA requires support to maintain and mature its investment management functions and operations. The Contractor shall provide comprehensive investment planning and management advice and assistance to support EPA's Capital Planning and Investment Control (CPIC) Program. The Contractor shall provide similar support to other EPA organizations seeking to develop and maintain an internal investment management capability.

The Contractor shall provide a broad range of technical and professional services in support of EPA's ITIM investment management functions and operations. This support may include, but is not limited to:

- Supporting the management and implementation of EPA's CPIC Program, including but not limited to:
 - Developing, revising, and maintaining policies, processes, procedures, practices, tools, and technologies to strengthen and improve the program.
 - Supporting the execution of all phases of EPA's CPIC process, including but not limited to, developing investment data calls, refining investment criteria, reviewing business cases, conducting portfolio analyses, supporting basic CPIC process management, providing material and assistance to support the executive committees that oversee the CPIC process, assisting with portfolio management tools and functionality (e.g. eCPIC), and, providing advice and assistance to support customers in developing high quality business cases. This process support also includes tool support (e.g., eCPIC or other tools selected to implement or manage the CPIC Program).
 - Supporting EPA in producing the Office of Management and Budget Exhibit 300 and 53 business cases, e-Gov Scorecard Updates, and related issues.
- Providing advice and assistance to the EPA CPIC Program on program improvement initiatives and projects, including:
 - Expanding the scope of the ITIM program to include a larger percentage of the EPA ITIM budget.
 - Creating a more robust evaluation component to the CPIC process.
 - Supporting the ongoing implementation of earned value management, operational analysis, and other investment tracking or monitoring tools and services.
 - Strengthening EPA's portfolio analysis knowledge and capabilities.
 - Integrating or aligning ITIM processes with EPA financial or other processes, identifying strategic opportunities for enhancing services and the program.
- Supporting and coordinating customer and stakeholder outreach, education and training activities.
- Providing support for Independent Verification and Validation (IV&V) activities and studies, including support for Independent Baseline Reviews (IBRs) and Management IV&Vs to support the Investment Management function.
- Providing support for business case development for CPIC major and non-major investments. Business case services offered under ITS-BISS III shall include any business case analytical or development support service necessary to develop a comprehensive and compliant Exhibit 300 business case document. Business case services also shall include comprehensive support for Earned Value Management, Operational Analysis, High-Risk Reporting, as well as, support for any other related requirement necessary to comply with existing or new EPA or OMB investment management requirements. All business case services offered under ITS-BISS III shall reflect the best practices of both industry and government in performing this service.

Note: EPA intends to award orders for Exhibit 300 Business Cases, IBRs, and IV&V studies primarily under Functional Area 2 of the contract. However, these investment management services may be provided under Functional Area 1 when they are a component of a larger Integrated Program Support TO.

4.5 Enterprise Architecture

EPA requires an implementable Enterprise Architecture (EA) to improve the efficiency and effectiveness of how EPA business processes and practices support mission goals and manage data necessary to produce the right information for the right people in the right format. EPA's EA Program facilitates improved EPA operations and performance by providing architectural guidance, tools and training. The Contractor shall provide a broad range of technical and professional services to support EPA's enterprise architecture functions and operations at all levels of the organization and at all layers of the architecture. This support may include, but is not limited to:

- Maturing and maintaining EPA's enterprise architecture at all layers across EPA's administrative, research and scientific, and environmental and health protection businesses. Examples of the layers are strategic, business, service, data, applications, technology and security.
- Supporting all EPA program, research, and administrative organizations in developing, refining, implementing and maintaining the baseline and target architectures and transition strategy to identify and support closing gaps. This support includes the provision of business process management and modeling services. This support also includes extending the existing architecture to other levels of an architecture framework (e.g., segment and solution levels).
- Supporting the management of the Enterprise Architecture Program, including but not limited to
 - Analyzing, developing, maintaining, communicating, implementing, and evaluating EA policies, procedures, standards, guidance, tools, or other documents.
 - Developing and maintaining architectural guidance, training to support EPA transformation initiatives, programs and Offices, and program support tools such as IMPART or other tools selected to implement or manage the EA Program
 - Maturing, maintaining and implementing EPA's EA Segment Architectures, governance process, and new EA software tools.
 - Linking and harmonizing the architecture to EPA's budget, investment review, and human capital planning processes and ensuring alignment between EPA's enterprise architecture with federal reference models and federal architecture models.
 - Performing EA reviews of EPA information systems at key points in the Systems Lifecycle and the CPIC process.
 - Providing meeting support to the EA Program for meetings of the EA Working Group (EAWG) or other groups, for EA presentations to the QIC or its subcommittees, and for EA program attendance at conferences or with conference materials.
 - Supporting EPA in developing and maintaining the target data architecture, enterprise data architecture (EDA) framework, data reference model (DRM), and EPA data policy.
- Supporting EPA in producing OMB required EA reports such as the segment templates and self-assessments.
- Supporting development and use of the architecture in a graphic analytical tool to facilitate enterprise analysis and business intelligence.

EPA also requires support for envisioning, planning, analyzing, and supporting the development and implementation of a cohesive infrastructure for a Service Oriented Architecture (SOA) to support EPA applications to leverage the enterprise ITIM toolset.

4.6 IT Architecture Management and Planning Support

The Contractor shall provide advice and assistance to support the planning and management of EPA's Information Technology Architecture. This support may include, but is not limited to:

- Contract services to support the planning, acquisition, and management of the EPA IT Architecture. The IT Architecture establishes the plans and guidelines governing the totality of EPA's IT infrastructure including hardware, software, telecommunications systems, and acquired infrastructure services. Examples of planning activities include technology research, alternatives analyses, cost analyses, feasibility studies, development of technical specifications, testing, prototyping, and development of recommendations for specific technology solutions. Examples of management support include oversight, assessment, monitoring, and reporting on infrastructure performance and include recommending technology, procedural, or other changes to improve performance. Management support also includes providing comprehensive advice and assistance in assessing and deploying new and existing technologies.
- Supporting and maintaining EPA's IT Architectural Standards. The IT Standards Profile delineates the technologies selected by EPA to perform various functions related to end-user computing and communications, application hosting, networking/telecommunications, and information security. The Standards Profile is integral to the technical design of EPA information systems. The Contractor shall recommend changes based on EPA input and direction and industry technology trends and directions, and periodically revise the Standards Profile. This program support also includes support for EPA's ITIM councils and governance bodies including the Quality and Information Council (QIC) and QIC Subcommittee(s).
- Reviewing and analyzing system projects for compliance with the enterprise architecture and CPIC requirements, including assessing the consistency of these projects with EPA's system life cycle in the initiation phase, technical compliance during the concept definition phase, and compliance with architectural requirements during the operations and maintenance phase.

4.7 Program Management Support

The Contractor shall provide program management and governance support to EPA. EPA requires advice and assistance to ensure oversight and support for ITIM activities at both the enterprise and program office levels. This includes but is not limited to support for EPA's key governance structures and entities, including the Quality and Information Council (QIC) and its subcommittees and working groups.

The Contractor shall provide a comprehensive range of technical and professional services such as strategic consulting, portfolio management support, and other analytical and process support services to improve EPA ITIM governance and program management.

The Contractor shall also provide program management support services in the areas of project management and operations management. The Contractor shall provide a comprehensive range of technical and professional services to support EPA's program management requirements, including:

- Providing advice and assistance in planning, designing, developing, implementing, and managing effective governance strategies and plans at the enterprise and program office levels.
- Supporting customers in implementing and maintaining governance strategies, plans, activities, policies, procedures and tools.
- Evaluating, recommending, and supporting the implementation of governance and program and project management tools and capabilities, including provision of training, outreach, education, and other support.

- Assisting in the analysis, planning, designing, developing, selecting, implementing, integrating, and maintaining other project or program management tools such as resource, asset, cost, risk, and other management tools.

The Contractor shall provide advice and assistance that is based on government and industry best practices in the areas of governance and program and project management.

4.8 Organizational Development and Human Capital Management

EPA requires advice and assistance in developing and strengthening its ITIM organizations and human capital management approaches. OEI and OTOP continue to transform existing business models to improve performance, better serve customers, and better lead on government-wide ITIM initiatives. Other EPA organizations are also seeking to transform their ITIM organization and operations in response to these and other business drivers. These transformation requirements reflect one aspect of EPA's need for organizational development and human capital management services.

The Clinger Cohen Act and the Office of Management and Budget (OMB) require agencies to assess the requirements established for agency personnel regarding knowledge and skill in information resources management and the adequacy of those requirements for facilitating the achievement of the performance goals established for information resources management. They also require agencies to assess the extent to which agency positions and personnel meet those requirements; and develop strategies and specific plans for hiring, training, and professional development to rectify any deficiencies identified in meeting those requirements.

To support these needs, the Contractor shall provide a broad range of technical and professional services to support ITIM organizational development and human capital management at all levels of the organization. This support may include, but not limited to:

- Performing organizational analyses and providing advice and assistance to EPA organizations in evaluating and re-structuring organizational components and human resources investments and programs to attain optimal benefit from their ITIM resources and assets.
- Providing ITIM organizational assessment and planning support, including skill assessments; design and implementation of skills development programs; analysis of skills development tools; selection, acquisition, and implementation support for such tools; and related activities in support of organizational and workforce development. Organizational assessments for OTOP, OEI, and other customer offices may require the Contractor to assess the performance or maturity of organizational, business, or ITIM functions processes, practices, activities, and services using applicable best practices information and benchmarks as a basis for comparisons. Skill assessments may require the Contractor to focus on the gaps and the requirements to support agency efforts to implement ITIM best practices.
- Analyzing, consulting, and comprehensively supporting ITIM organizational development and human capital management issues, projects and initiatives for ITS-BISS III customers. This support may include meeting planning support, developing and implementing assessments and plans to improve the organization and strengthen human capital management (HCM), and providing training and coaching to improve the performance and overall skill-level of the office.

4.9 Customer Relationship Management

The Contractor shall provide a broad range of technical and professional services to support EPA's customer relationship management function and operations at all levels of the organization. This support may include, but is not be limited to providing advice and assistance to OEI and other EPA offices to support the planning, analysis, design, development, implementation, and management of ITIM services and support. It may also include performing customer, market, and emerging issues research, including providing timely advice on customer demographics, needs, and preferences, as well as providing research and recommendations on the best techniques for reaching and communicating with these potential customers and stakeholders with data and information.

Within OEI, OTOP provides ITIM services to customers across EPA through its portfolio of ITIM contracts for program management and compliance support; systems development; data center operations; and computer desktop provisioning services. EPA may require support for implementing customer relationship management in support of the services offered through these vehicles.

4.10 Studies, Analyses, and Program Support

The Contractor shall provide customers a broad range of technical and professional services in performing studies and analyses and in providing program support on a range of ITIM and programmatic issues.

These analyses may be required to advise and assist customers with program development, management, performance, implementation, compliance or other requirements. This support may be provided as a requirement within a larger integrated program support order. The studies, analyses, and program support provided by the Contractor under this section of the PWS may include, but is not limited to, systems, acquisitions, and independent assessment support.

4.11 Communication Support

EPA requires communication support to effectively communicate information about its ITIM program, projects, and services to both internal and external parties (e.g., Congress and the public).

The Contractor shall provide a broad range of technical and professional services to support EPA ITIM communications activities. The Contractor shall provide these services and support across EPA and to all levels of ITIM organizations. This support may include, but is not limited to:

- Planning, analyzing, designing, developing, implementing and managing communications strategies, plans, products, tools, and services for customers.
- Supporting customers in planning and implementing targeted and specific communications and outreach activities to support ITIM program and project functions, activities, or events. Examples of communications products include, but are not limited to presentations, fact sheets, videos, DVDs, surveys, websites, poster-board displays, exhibit hall displays, press information, desktop publishing files, brochures, flyers, handouts, and procedure documents such as checklists for putting on events.
- Supporting the developing progress, accomplishments, and similar reporting tools to communicate program plans, activities, or performance.
- Supporting the communications activities associated with EPA meetings (routine and periodic) and conferences, including support for logistical arrangements, registration desk support, audio-visual arrangements, telecommunications support, identification of potential sites and provision of information for selection of sites, and development of information products.
- Research and evaluation to determine the best methods for communicating with customers and stakeholders, including the use of Web 2.0 tools and technologies.
- Printing and associated printing services within the limits of federal or EPA regulations.

4.12 Training, Conference, and Meeting Support

EPA requires a robust training capability that enables it to keep pace with a changing ITIM policy landscape, security challenges, and rapidly changing tools and technologies for the desktop, enterprise, and mobile workforce. The Contractor may be required to provide a broad range of technical and professional services to support EPA's ITIM training requirements. The range of training that may be provided under this contract may include, but is not limited to, the provision of training to support all functional areas of this PWS. Examples include: policy, EA, CPIC, security, project management, communication, ITIL, and customer service. Examples of tools and technology training may include Microsoft Office, project management tools, and training for EPA desktop or mobile applications.

EPA's ITIM community has a broad range of conference and meeting support requirements. To meet these needs, the Contractor shall provide technical and professional services to support ITIM meetings and conferences. This

support may include, but is not limited to:

- Planning, arranging, supporting, conducting, and/or facilitating meetings in support of the requirements of an existing order. For example, assisting a customer organization in the preparation of a presentation for the Quality Information Council (QIC).
- Planning, arranging, supporting, conducting, and/or facilitating meetings for a designated or special purpose meeting. For example, arranging and supporting an organization's multi-day ITIM planning meeting.

For such meetings, the Contractor shall provide general meeting support including, but not limited to, planning and preparing agendas and supporting meeting materials, providing meeting facilitation support, taking and producing minutes, obtaining use of suitable meeting room(s), and providing other similar meeting support. The Contractor may be required to collect, analyze, and present information specific to the objectives of the meeting.

Procedures and examples for selection and approval of meeting and conference space and assistance occur in US EPA Office of the Comptroller Policy Announcements 94-10, 92-07, and 89-02; US Office of Management and Budget Bulletin No. 93-11; and General Service Administration Amendment 32 to the Federal Travel Regulation.

FUNCTIONAL AREA 2: INDEPENDENT ASSESSMENTS AND SUPPORT SERVICES

4.13 Systems Analysis and Support

The Contractor shall provide EPA with system analysis and support services across the entire systems management life cycle. These services shall include, but are not limited to, support for systems definition and requirement analysis and support for business case (Exhibit 300) development. All systems analysis and support services performed under ITS-BISS III must comply with EPA ITIM policy, including: EPA System Life Cycle Management, Capital Planning and Investment Control, Enterprise Architecture, Security, and other ITIM policies.

Systems requirements analysis includes provision of support to determine and document functional program requirements, to recommend alternative solutions and to provide corresponding justifying analyses and rationales for these studies and recommendations. In performing these analyses, the Contractor utilizes or supplements his or her knowledge and understanding of EPA's environmental policies and programs and business operations and practices to better inform the analytical and solutions processes.

Systems definition services shall consist of support for the definition phase of system development (i.e., initiation, concept definition, and requirements definition), including the development, maintenance, and update of documents associated with systems definition. Examples of the type of documents produced in system initiation are the initiation decision paper, system management plan, and assignment of project responsibility. Examples of products of concept definition include system concept document, security concept, security risk assessment, and cost benefit analysis. Examples of requirements definition products include requirements decision paper, functional requirements specification, requirements traceability matrix; reporting and screen lay-outs, information flow diagrams, system test plan, and system security plan (SSP). Additional information on EPA's system life cycle management is available in the Regulations and Policies Section of this PWS including the EPA System Life Cycle Management Policy. Requirements analysis and related deliverables will include Entity Relationship Diagrams or Information Flow Diagrams that visually demonstrate the Contractors' expert knowledge of best practices in IT service design, transition, operation, strategy and continuous improvement.

Systems support services also may involve initial systems analysis and design support, including architectural guidance and support. The Contractor may provide assistance for information system designs that define the functional capabilities of actual system modules to be developed, acquired, or utilized. The Contractor shall develop, install, and implement prototype or pilot information systems for the purposes of evaluating or validating potential hardware and/or software architectures and/or environments. (Note: Detailed systems design, coding, implementation, and operations and maintenance for EPA systems will be performed under other EPA's contracts specific to those phases of the life cycle, they will NOT be done under this contract.)

Implementation support may include development and dissemination of user manuals and other system-related

documentation. These manuals and documentation may be used in direct support of the related pilot or prototype effort or may be used as supporting materials for the resulting architectures and environments. A system may be considered in prototype or pilot phase during the period while the system software design and hardware configuration are undergoing test and evaluation by actual or test users with actual or fictitious data. A prototype or pilot is considered complete when the architectural design or selection is finalized and proven valid.

Business case services offered under ITS-BISS III shall include any business case analytical or development support service necessary to develop a comprehensive Exhibit 300 and business case document. Business cases services shall be provided for CPIC major and non-major systems. Business case services also shall include comprehensive support for Earned Value Management (EVM), Operational Analysis, High-Risk Reporting, as well as, support for any other related requirement necessary to comply with existing or new EPA or OMB investment management requirements. All business case services offered under ITS-BISS III shall reflect the best practices of both industry and government in performing this service. Business case services shall also include any project management services necessary to support compliance with EPA and OMB project management information requirements for EPA ITIM investments.

4.14 Acquisition Support

The federal ITIM acquisition environment has become more diverse and complex. EPA customers seeking ITIM services have multiple options for acquiring these services. Understanding these options, and understanding how to best utilize these options (e.g., defining the terms and conditions of service agreements) may require research and analysis.

The Contractor shall provide a broad range of technical and professional services to support EPA ITIM acquisition activities, including analysis, planning, development, implementation and evaluation support. This support may be provided prior to, during, and following an acquisition. This acquisition support may include support for traditional ITIM procurements, purchase agreements under GWACs, Interagency

Agreements, or other acquisitions. In its problem-solving role, the Contractor shall assess existing alternatives to a new acquisition (e.g., use of existing vehicles or resources). Examples of the types of acquisition support the Contractor may provide include:

- Provide support for requirements collection and analysis, alternatives analysis, research on available contracting approaches, including the development of benchmarks for IT products, practices, or services;
- Recommend and provide options, based on market surveys and previously determined requirements;
- Compare EPA requirements to general market availability;
- Recommend options and suitability of benchmarks or functional demonstrations;
- Recommend options including the pros and cons of technical versus functional specifications; and
- Recommend pros and cons of alternative performance-based acquisition options.

In addition, the Contractor shall provide technical input to the Government for Government preparation of acquisition related documents, such as:

- Justifications for compatibility limited requirements;
- Software conversion cost studies;
- Specialized technical expertise in the development of specifications;
- Analyses to support the development of cost components of an acquisition; and
- Technical research, market research, or similar investigations or evaluations to clarify and provide options for technical proposal content.

The Contractor also shall provide acquisition expertise that leads to improved performance or management of existing EPA contracts or TOs. The Contractor shall provide technical and acquisition expertise including advice, assistance, and support to improve the operations and management of EPA ITIM contracts. These services may include:

- Analyzing and recommending options for improving the contract business processes, procedures, and practices, including award fee evaluations;
- Analyzing and recommending options for improving the quality of oversight of Contractor work by TOCORS;
- Analyzing and recommending options for improving contract operations management or financial performance.

4.15 Independent Assessments and Studies

EPA requires support for independent ITIM assessments and studies. These assessments may focus on a broad range of issues including the quality, the completeness, and the compliance status of information systems, products, plans and other documents. EPA also requires support services to directly assist customers in complying with ITIM policy and standards.

The Contractor shall provide a broad range of technical and professional services to support EPA's requirement for independent assessments and studies. This support shall include, but ~~may~~ is not be limited to:

- Risk and Technical Vulnerability Assessments
- Independent Verification and Validation (IV&V) activities and studies, including support for Independent Baseline Reviews (IBRs) and Management IV&Vs
- Systems Compliance Reviews, including System Lifecycle, CPIC, and EA Reviews Phase-Out Quality Assurance Reviews
- ITIM Program, Project, Process and Product Reviews.

The scope of services provided under this section of the PWS shall include the technical and professional services to develop corrective action strategies and plans to address issues identified by the assessments, reviews, or studies.

The Contractor shall provide Risk and Technical Vulnerability Assessment Service to support Federal and EPA ITIM security policies and standards. Provision of the Risk Assessment Services shall be based on a standardized ITS-BISS III TO Request for Proposal (TORFP) template designed to ensure the level of contract service provided meets all applicable Federal and EPA ITIM requirements. The Contractor's Risk Assessment Support Services shall include the provision of services such as Security Planning to address issues identified by the Risk Assessment. In general, the Contractor's Risk Assessment Support Services shall be at least comparable in scope and quality to those provided by the Federal Shared Service Centers.

OMB requires agencies to conduct Independent Verification and Validation (IV&V) activities including support for Independent Baseline Reviews (IBRs) where applicable. The Contractor may be required to perform and report on a wide range of independent verification and validation reviews, analyses, studies, and tests in support of EPA customers. The Contractor may be required to develop IV&V strategies and plans to improve the effectiveness of an organization's IV&V function and operations. The Contractor may be required to provide support for the implementation of IV&V plans. The Contractor may be required to acquire, collect, analyze or use benchmarking and best practices data to perform cost, price, and other comparisons as part of performing IV&V activities.

Reviews of EPA systems are necessary to ensure architectural, CPIC, and Systems Lifecycle compliance. The Contractor may be required to review and analyze system projects for compliance with the enterprise architecture and CPIC requirements, including assessing the consistency of these projects with EPA's system life cycle in the initiation phase, technical compliance during the concept definition phase, and architectural compliance during the design, development, operations and maintenance phases. (Note: These reviews may also occur in FA 1 as part of an integrated program management support order.)

OEI produces numerous information products, plans, and reports that must effectively communicate to customers on a range of questions such as how to access OEI-provided ITIM tools and services. Quality assurance of these products is critical to effective management of EPA ITIM program activities. The Contractor may be required to perform reviews of information products, plans, analyses or other information documents to assure the quality, completeness, clarity, accuracy, etc. Product-specific quality assurance criteria for each individual review, or for a

comprehensive review service, will be defined at the order level.

Reviews of EPA ITIM programs and projects may be required to determine if they meet cost, schedule, and performance goals. Product reviews may be required to determine if they meet stated and applicable specifications and quality standards. Process reviews may be required to determine if project methodologies and best practices are appropriately considered and implemented by a project.

SECTION D - PACKAGING AND MARKING

There are no clauses in this Section.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.246-4	Inspection of Services - Fixed-Price. (AUG 1996)
FAR	52.246-6	Inspection - Time-and-Material and Labor-Hour. (MAY 2001)
FAR	52.246-11	Higher Level Contract Quality Requirement

E.2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)

(a) The contractor shall comply with the higher-level quality standard selected below:

Specifications and Guidelines for Quality Systems and Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	2014	See below
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As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

	Documentation	Specifications
This	X Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) (dated 03/20/01-Reissued May 2006)

documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, Project Officer. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

	Documentation	Specifications	Due
X	Quality Assurance Project Plan for the contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/11]	As stated in the Request for Task Order Proposal

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by the EPA Contracting Officer's Representative. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listing in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.242-15	Stop-Work Order. (AUG 1989)

F.2 PERIOD OF THE CONTRACT

The period of each IDIQ Base Award Contract for both FA1 and FA2 is 60 months. Task orders may be placed at any point during the stated period of the contract.

Each individual task order will have its own stated period of performance. Task orders may extend for a period no longer than 180 days beyond the expiration date of the contract.

(End of clause)

F.3 1552.211-72 MONTHLY PROGRESS REPORT (JUN 1996)

(a) The Contractor shall furnish 1 copy of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

- (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
- (6) Average total cost per labor hour. For the current contract period, compare the actual cost per hour to date with the average total cost per hour of the approved work plans.
- (e) The report shall specify financial status at the work assignment or delivery order level as follows:
 - (1) For the current period, display the amount claimed.
 - (2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
 - (ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor hours.
 - (iii) For the cumulative reporting period and the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor hour category) and the loaded direct labor rate.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
 - (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
 - (5) Average total cost labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.
 - (6) A list of deliverables for each work assignment or delivery order during the reporting period.
 - (f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
 - (g) The reports shall be submitted to the following addresses in conjunction with invoice submittal each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee	Address (email and/or shipping)
1	Contracting Officer's Representative.	TBD
1	Contracting Officer	TBD

(End of clause)

F.4 1552.211-75 WORKING FILES (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in the contractor's working files upon request of the Contracting Officer.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.208-70	Printing. (SEP 2012)

G.2 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014)

(a) The Government will order any supplies and services to be furnished under this contract by issuing task/delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

EPA Headquarters National Procurement Contract Service Center (NPCSC) Contracting Officers

(b) A Standard Form 30 will be the method of amending task/delivery orders.

(c) The Contractor shall acknowledge receipt of each order by having an authorized company officer sign either a copy of a transmittal letter or signature block on page 3 of the task/delivery order, depending upon which is provided, within 5 calendar days of receipt.

(d) Prior to the placement of any task/delivery order, the Contractor will be provided with a proposed Performance Work Statement/Statement of Work and will be asked to respond with detailed technical and cost proposals within 30 calendar days or less. The technical proposal will delineate the Contractor's interpretation for the execution of the PWS/SOW, and the pricing proposal will be the Contractor's best estimate for the hours, labor categories and all costs associated with the execution. The proposals are subject to negotiation. The Ordering Officer and the Contractor shall reach agreement on all the material terms of each order prior to the order being issued.

(e) Each task/delivery order issued will incorporate the Contractor's technical and cost proposals as negotiated with the Government, and will have a ceiling price which the contractor shall not exceed.

(f) Under no circumstances will the Contractor start work prior to the issue date of the task/delivery order unless specifically authorized to do so by the Ordering Officer. Any verbal authorization will be confirmed in writing by the Ordering Officer or Contracting Officer within 5 calendar days.

(End of clause)

G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Invoices or request for contract financing payment shall be submitted to the following email: RTPreceiving.gov. Copy the Contract Level COR and the TOCOR on the email submission. A copy of the invoice shall also be sent through FedConnect to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to

furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

a. Contract number for which the property is required.

b. An item(s) description, quantity and estimated cost.

c. Certification that no like contractor property exists which could be utilized.

d. A detailed description of the task-related purpose of the property.

e. Explanation of negative impact if property is not provided by the Government.

f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

The contractor shall provide detailed reports on an as-needed

basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification.

The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to

the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material): Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

G.5 EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

[FILLIN#1# Property Administrator's name, organization, address, email address, and phone number (if applicable)] (To Be Inserted at Task Order Level)

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.(JAN 2017)
EPAAR	1552.203-71	Display of EPA Office of Inspector General Hotline poster. (JUL 2016)
EPAAR	1552.209-71	Organizational conflicts of interest. (MAY 1994) - Alternate I (MAY 1994)
EPAAR	1552.209-75	Annual certification. (MAY 1994)
EPAAR	1552.211-78	Advisory and assistance services. (JUL 2016)
EPAAR	1552.235-70	Screening business information for claims of confidentiality. (APR 1984)
EPAAR	1552.235-71	Treatment of confidential business information. (APR 1984)
EPAAR	1552.235-79	Release of contractor confidential business information. (APR 1996)
EPAAR	1552.235-80	Access to confidential business information. (OCT 2000)

H.2 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H.3 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H.4 EPAAR 1552.237-70 CONTRACT PUBLIC REVIEW PROCEDURES. (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within __ calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

H.5 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk. (End of clause)

H.6 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager
Deputy Program Manager

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

H.7 1552.237-75 PAPERWORK REDUCTION ACT.

As prescribed in [1537.110](#), insert this contract clause in any contract requiring the collection of identical information from ten (10) or more public respondents.

Paperwork Reduction Act (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 *et seq.* applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

H.8 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

H.9 EPA-H-07-101 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

H.10 EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g.,

badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.11 EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

H.12 EP-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICTS OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H.13 EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

For each task order (TO) request for offer, the Contractor shall provide the Contracting Officer a conflict of interest certification within seven (7) calendar days of receipt of the task order request for offer. Where TOs are issued for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO, or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site.

H.14 EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The

non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

H.15 EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

H.16 EPA-H-28-106 INSURANCE-WORK ON A GOVERNMENT INSTALLATION

The Contractor's insurance requirements of Clause 52.228-5, Insurance--Work on a Government Installation (JAN 1997), shall be as follows:

At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

- (1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy Federal and State laws;
- (2) Employer's liability insurance of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers;
- (3) General liability insurance for bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence; and
- (4) Automobile liability insurance written on the comprehensive form of policy providing for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of the contract of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.17 EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

H.18 EPA-H-31-105 APPROVAL OF TRAINING

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained [FILLIN#1#Identify position and job duties under contract].

(2) Description of circumstances necessitating the training. [FILLIN#2#Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement of Work and job duties under the contract].

(3) Estimated cost [FILLIN#3#Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements].

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as another direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H.19 EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H.20 EPA-H-39-101 CONTRACTOR ACCESS TO EPA COMPUTERS

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer. [FILLIN#1# List of personnel with authorization to access EPA computers]

H.21 EPA-H-39-102 NOTIFICATION OF PERSONNEL REQUIRING ACCESS TO EPA COMPUTERS

As a part of its proposal, the offeror shall include a listing of those personnel who will require access to EPA computers in the performance of the anticipated contract. See the "Access to EPA Computers" clause for additional information regarding computer access.

H.22 EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

H.23 EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1 - New Year's Day

January - Third Monday - Martin Luther King Day

February - Third Monday - Washington's Birthday
May - Last Monday - Memorial Day
July 4 - Independence Day
September - First Monday - Labor Day
October - Second Monday - Columbus Day
November 11 - Veterans Day
November - Fourth Thursday - Thanksgiving Day
December 25 - Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:
(i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
(ii) Inclement weather;
(iii) Failure of Congress to appropriate operational funds;
(iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
(v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month. (In this example, the 21-days-per-month figure was calculated as follows:

$365 \text{ calendar days/year} - 10 \text{ Federal holidays} - 104 \text{ Saturdays/Sundays} = 251 \text{ days/12 months}$

$= 20.92 \text{ days/month, rounded up to 21 days/month}$)

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

H.24 EPA-H-44-101 TEAM SUBCONTRACTOR AGREEMENTS

The contractor shall provide, within five (5) calendar days of award notice, one copy of each proposed team subcontract agreement, when applicable, to the Contracting Officer. A copy of the executed team subcontract and any subsequent modifications shall also be provided to the Contracting Officer within 10 days of execution.

H.25 CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS TYPE TASK ORDERS

During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Time-and-Materials (T&M) type:

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR	52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
FAR	52.232-1	APR 1984	PAYMENTS
FAR	52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
FAR	52.232-11	APR 1984	EXTRAS
FAR	52.243-1	AUG 1987	CHANGES—FIXED PRICE ALTERNATE I (APR 1984)
FAR	52.246-4	AUG 1996	INSPECTION OF SERVICES—FIXED-PRICE
FAR	52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
FAR	52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

H.26 CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TYPE TASK ORDERS

During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Firm-Fixed-Price (FFP) type:

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR	52.232-7	AUG 2013	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR	52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT
FAR	2.216-31	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-COMMERCIAL ITEM ACQUISITION
FAR	52.243-3	SEP 2000	CHANGES—TIME-AND-MATERIALS OR LABOR-HOUR
FAR	52.246-6	MAY 2001	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR
FAR	52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)

SECTION I - CONTRACT CLAUSES

I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (NOV 2013)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
FAR	52.203-7	Anti-Kickback Procedures. (MAY 2014)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
FAR	52.203-13	Contractor Code of Business Ethics and Conduct. (OCT 2015)
FAR	52.203-14	Display of Hotline Poster(s). (OCT 2015)
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
FAR	52.204-9	Personal Identity Verification of Contractor Personnel.
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)
FAR	52.204-13	System for Award Management Maintenance. (OCT 2016)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
FAR	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
FAR	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
FAR	52.210-1	Market Research. (APR 2011)
FAR	52.215-2	Audit and Records - Negotiation. (OCT 2010)
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
FAR	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)
FAR	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (AUG 2011)
FAR	52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)
FAR	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)
FAR	52.216-7	Allowable Cost and Payment. (JUN 2013)
FAR	52.219-6	Notice of Total Small Business Set-Aside (Nov 2011)
FAR	52.219-8	Utilization of Small Business Concerns. (NOV 2016)
FAR	52.219-9	Small business subcontracting plan. (JAN 2017)
FAR	52.219-14	Limitations on Subcontracting (JAN 2017)
FAR	52.219-16	Liquidated Damages - Subcontracting Plan. (JAN 1999)
FAR	52.219-28	Post-Award Small Business Program Rerepresentation. (JUL 2013)
FAR	52.222-3	Convict Labor. (JUN 2003)

FAR	52.222-17	Nondisplacement of Qualified Workers. (MAY 2014)
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)
FAR	52.222-26	Equal Opportunity. (SEP 2016)
FAR	52.222-35	Equal Opportunity for Veterans. (OCT 2015)
FAR	52.222-36	Equal Opportunity for Workers with Disabilities. (JUL 2014)
FAR	52.222-37	Employment Reports on Veterans. (FEB 2016)
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
FAR	52.222-50	Combating Trafficking in Persons. (MAR 2015)
FAR	52.222-54	Employment Eligibility Verification. (OCT 2015)
FAR	52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
FAR	52.223-6	Drug-Free Workplace. (MAY 2001)
FAR	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
FAR	52.224-1	Privacy Act Notification (APR 1984)
FAR	52.224-2	Privacy Act (APR 1984)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
FAR	52.227-1	Authorization and Consent. (DEC 2007)
FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.227-14	Rights in Data-General. (MAY 2014)
FAR	52.227-17	Rights in Data--Special Works (DEC 2007)
FAR	52.229-3	Federal, State, and Local Taxes. (FEB 2013)
FAR	52.230-1	Cost Accounting Standards Notices and Certification (OCT 2015)
FAR	52.230-2	Cost Accounting Standards (OCT 2015)
FAR	52.230-6	Administration of Cost Accounting Standards (JUN 2010)
FAR	52.230-7	Proposal Disclosure—Cost Accounting Practice Changes (Apr 2005)
FAR	52.232-1	Payments. (APR 1984)
FAR	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts. (AUG 2012)
FAR	52.232-8	Discounts for Prompt Payment. (FEB 2002)
FAR	52.232-11	Extras. (APR 1984)
FAR	52.232-16	Progress Payments. (APR 2012)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-25	Prompt payment. (JAN 2017)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
FAR	52.233-1	Disputes. (MAY 2014) – Alternate I (DEC 1991)
FAR	52.233-3	Protest after Award. (AUG 1996)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.237-3	Continuity of Services. (JAN 1991)
FAR	52.242-3	Penalties for Unallowable Costs. (MAY 2014)
FAR	52.242-13	Bankruptcy. (JUL 1995)
FAR	52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate III (APR 1984)
FAR	52.243-3	Changes - Time-and-Materials or Labor-Hours. (SEP 2000)
FAR	52.244-2	Subcontracts. (OCT 2010)
FAR	52.244-6	Subcontracts for Commercial Items. (JAN 2017)
FAR	52.245-1	Government Property. (JAN 2017)
FAR	52.245-9	Use and Charges (APR 2012)
FAR	52.246-25	Limitation of Liability - Services. (FEB 1997)

FAR	52.249-2	Termination for Convenience of the Government (Fixed-Price). (APR 2012)
FAR	52.249-6	Termination (Cost-Reimbursement). (MAY 2004) - Alternate IV (SEP 1996)
FAR	52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)
FAR	52.249-14	Excusable Delays. (APR 1984)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)

I.2 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010) (only applies to the FA2 requirement)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable --

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.*

(A) If --

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instruction contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.3 FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.4 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$25 million for FA1 contracts, \$5 million for FA2 contracts;

(2) Any order for a combination of items in excess of \$25 million for FA1 Contracts, \$5 million for FA2 contracts; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.5 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 180 days beyond the expiration of the contract.

(End of clause)

I.6 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the base contract.

(End of clause)

I.7 FAR 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in [19.000\(a\)\(3\)](#) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#).

I.78 FAR 52.228-5 -- INSURANCE -- WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.9 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP52.html>;

EPAAR: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

(End of clause)

I.10 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any EPA (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 EPA-J-52-101 LIST OF ATTACHMENTS

ATTACHMENT 1:	CONTRACT PRICING
ATTACHMENT 2:	LABOR CATEGORY DESCRIPTIONS
ATTACHMENT 3:	INVOICE PREPARATION INSTRUCTIONS
ATTACHMENT 4:	TASK ORDER QASP
ATTACHMENT 5:	AGENCY ACCESS BADGE REQUIREMENTS FOR ON-SITE CONTRACTOR PERSONNEL